

00- R -1700

(Do Not Write Above This Line)

A RESOLUTION

BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DISIGNEE TO EXECUTE REIMBURSABLE AGREEMENT NO.SO-0446-07X WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR REIMBURSEMENT BY THE CITY TO THE FAA FOR THE COST INCURRED BY THE FAA FOR RELOCATION OF FAA CABLES AT WILLIAM B. HARTSFIELD ATLANTA INTERNATIONAL AIRPORT FOR AN AMOUNT NOT TO EXCEED \$76,608.00, TO BE PAID FROM FUND ACCOUNT CENTER NO. 2H27 529010 R21E050693CG.

ADOPTED BY

NOV 06 2000

COUNCIL

- ☐ CONSENT REFER
☐ REGULAR REPORT REFER
☐ ADVERTISE & REFER
☐ 1st ADOPT 2nd READ & REFER
☐ PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred to _____

Committee <i>Transportation</i>	Committee
Date <i>11-6-00</i>	Date
Chair <i>[Signature]</i>	Chair
Action: Fav/Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other:	Other:
Members <i>[List of names]</i>	Members
Refer To <i>[Signature]</i>	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other:	Other:
Members	Members
Refer To	Refer To

FINAL COUNCIL ACTION

☒ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☐ Consent ☐ V Vote ☒ RRC Vote

CERTIFIED

CERTIFIED
NOV 6 2000

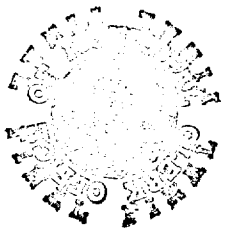
ACTING COUNCIL PRESIDENT PROTEM

CERTIFIED
NOV 06 2000

[Signature]
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
NOV 4 2000
[Signature]
MAYOR



A RESOLUTION

BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE REIMBURSABLE AGREEMENT NO.SO-0446-07X WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR REIMBURSEMENT BY THE CITY TO THE FAA FOR THE COST INCURRED BY THE FAA FOR RELOCATION OF FAA CABLES AT WILLIAMS B. HARTSFIELD ATLANTA INTERNATIONAL AIRPORT FOR AN AMOUNT NOT TO EXCEED \$76,608.00. TO BE PAID FROM FUND ACCOUNT CENTER NO. 2H27 529010 R21E050693CG.

WHEREAS, the City has undertaken a capital improvement program to facilitate major expansions and improvements at the Airport in accordance with the new Airport Master Plan; and

WHEREAS, the City has determined that several FAA cables will be impacted by the construction of the new Airport Traffic Control Tower (ATCT) and the Fifth Runway and will need to be relocated; and

WHEREAS, the City is responsible for the cost of relocating FAA Cables at the Airport; and

WHEREAS, the Federal Aviation Administration (FAA), is in a position to furnish directly or by contract supplies, equipment, and services which the City of Atlanta has funds available for, and has determined should be obtained from the FAA; and

WHEREAS, the FAA will perform services required to accomplish this project, as hereinafter described, subject to the reimbursement of the cost therefore by the City, as hereinafter set forth; and

WHEREAS, the relocation of FAA cables are required to accompany relocating the Airport Traffic Control Tower and the construction of the Fifth Runway which are projects approved via a Majority In Interest (MII) Agreement by the airlines; and

WHEREAS, the City will recover its costs from the airlines as provided by the MII Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Mayor be and is hereby authorized to execute on behalf of the City of Atlanta Reimbursable Agreement No. SO-0446-07X, which shall provide for the FAA to perform the services necessary for the FAA cables relocation project at HAIA, said services described in that copy of said Agreement attached hereto as Attachment 1 and made a part hereto by reference, for a cost to the City not to exceed \$76,608.00, with the provision for up to 26% administrative overhead, and with the cost to the City under said Agreement to be charged to and paid from Fund Account Center No. 2H27 529010 R21E050693CG.

BE IT FURTHER RESOLVED, that said Agreement shall not become binding upon the City, and the City shall incur no obligation or liability thereunder until the Mayor has signed the same and delivered to the FAA.

Attachment 1

Agreement Number: SO-0446-07X

REIMBURSABLE AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AND THE
CITY OF ATLANTA, GA

WHEREAS, the Federal Aviation Administration, hereinafter referred to as the FAA, is in a position to furnish directly or by contract supplies, equipment, and services which the City of Atlanta here after referred to as the Airport Owner, requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, 49 USC Section 106 (1) (6) authorizes the FAA to enter into such contracts to carry out the functions of the Administrator and the Administration.

NOW THEREFORE, the FAA and the Airport Owner mutually agree as follows:

ARTICLE I-Title and Description of Project:

A. Due to the Airport Owner's desire to construct a new Airport Traffic Control Tower (ATCT), several FAA cables will be impacted, and will need to be relocated. Also several cables will be impacted by the construction of the Fifth Runway and will need to be relocated. Installation of the ATCT piling is scheduled for March 2001, earthwork for construction of the Fifth Runway is scheduled to start in the September-October 2000 timeframe. The project titled "Relocate FAA Cables at William B. Hartsfield Atlanta International Airport, Atlanta, Georgia", is described below. This agreement will include relocation of cables associated with the ATCT and Remote Receiver, and planning for installation of cables/fiber optic's for connectivity to the Fifth Runway. For the project, the Airport Owner and the FAA will provide the described services, supplies, and equipment at the dollar amounts indicated.

B. The FAA will perform the following services, at the airport owner's expense:

1. Perform site survey to determine acceptable cable routes.
2. Provide all available site specific facility reference drawings.
3. Provide technical assistance and review design drawings and specifications for cable relocations.
4. Provide a resident engineer (RE) and project engineer during site preparation and relocation of the FAA cables. The RE will be on-site from the date that work starts on the cable relocations until all construction punch list items are cleared. The RE will have no contractual relationship with the airport owner's contractor.

E. No services or supplies, other than listed above, will be furnished under this agreement.

F. No equipment will be furnished through the FAA Logistics Center.

G. The FAA will procure cable relocation support materials, at the airport owner's expense, for approximately \$5,000.00..

H. All materials from the existing facility will be stored by the sponsor.

I. The FAA will charge the airport owner for administrative overhead at the current rate of 26%.

J. The estimated amounts that should be charged against the project, by fiscal year, are:

FY 00 (10/1/99 – 9/30/00)	\$10,000.00
FY 01 (10/1/00 – 9/30/01)	\$66,608.00

ARTICLE II - Period of Agreement

The agreement is estimated to last two years. It will be effective on the date of the last signature below, and be considered complete when the final bill has been paid.

ARTICLE III - Reimbursement, Performance, and Accounting Arrangement

A. The Airport Owner will reimburse the FAA quarterly for the project costs incurred by the FAA in fulfilling the terms under this agreement provided, however, that upon revocation of the agreement as provided herein the Airport Owner will reimburse the FAA for all costs incurred up to that time as a result of this agreement.

B. In determining the costs to the FAA, there shall be included general administrative overhead cost based on the current rate of 26% of the project costs. This overhead represents the cost to the FAA of those indirect expenses which are a part of the cost of overhead agency operations. The overhead rate shall be adjusted automatically and without the necessity for formal amendment upon issuance of revised rates under FAA Acquisition Manual Bulletin FB 95-09 issued August 28, 1995. If the rate is revised, it will be effective beginning the first full billing cycle after the effective date of the rate change.

C. The FAA hereby assigns the responsibility for the accomplishment of this agreement to the Southern Region. The Accounting Division is identified by the FAA as the billing office for this agreement. Their mailing address is:

Federal Aviation Administration
Accounting Operations Branch, ASO-22

This agreement may be revoked at any time by either party upon 30 days advance written notice.

ARTICLE VII - Employment Ceiling

Not applicable.

ARTICLE VIII - Liability

A. Hold Harmless

The Airport Owner agrees to defend any suit brought against the FAA, or any instrumentality or officer thereof, arising out of work under this agreement. The Airport Owner agrees to hold the FAA, and any instrumentality or officer thereof, harmless against any claim by the Airport Owner or any agent thereof, for personal injury, death, or property damage arising out of work under this agreement to the extent that such suit or such claim does not arise from any act or omission by an employee of the FAA acting within the scope of his employment. To the extent that such suit or such claim is alleged to arise from any act or omission by an employee of the FAA acting within the scope of his or her employment, the provisions of the Federal Tort Claims Act, 28 U. S. Code, Section 2671, et seq., shall control.

B. Damages

Except for damage to or destruction of FAA property caused by the FAA or any FAA personnel, the Airport Owner agrees to reimburse the FAA for any damage to or destruction of FAA property arising out of work under this agreement.

ARTICLE IX - Funds Availability

Not applicable.

The FAA and the Airport Owner agree to the provisions of this agreement as indicated by the signatures of their duly authorized officers.

FEDERAL AVIATION ADMINISTRATION
BY _____

CITY OF ATLANTA
BY _____

TITLE Mgr, Acquisition & Real Estate Branch

TITLE _____

DATE _____

DATE _____

RCS# 2391
11/06/00
6:33 PM

Atlanta City Council

Regular Session

00-R-1700

Reimbursable Agree. with FAA Re.
Hartsfield-not to exceed \$76,608.00
ADOPT

YEAS: 9
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 3
ABSENT 1

NV McCarty	Y Dorsey	Y Moore	E Thomas
B Starnes	Y Woolard	E Martin	Y Emmons
Y Bond	Y Morris	Y Maddox	Y Alexander
Y Winslow	E Muller	NV Boazman	NV Pitts

CORRECTED COPY

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